


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE OF PAGES 1 26	
2. CONTRACT (Proc. Inst. Ident. NO.) N61339-09-C-0034-P00004		3. EFFECTIVE DATE 30 Sep 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY NAWCTSD 12350 RESEARCH PARKWAY CODE 2533 ORLANDO FL 32826-3275		CODE N61339		6. ADMINISTERED BY (If other than Item 5) SUPSHIP GULF COAST PO BOX 7003, ATTN: CODE 410 PASCAGOULA MS 39568-7003		CODE N69316	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SWIFTSHIPS SHIPBUILDERS, L.L.C. JEFFREY PERIN 1105 LEEVEE RD MORGAN CITY LA 70380-1001				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 1VP86		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS - NAVY ACQUISITION 3990 E. BROAD STREET, BLDG. 21 COLUMBUS OH 43213			
11. SHIP TO/MARK FOR SWIFTSHIPS SHIPBUILDERS, L.L.C. JEFFREY PERIN 1105 LEEVEE RD MORGAN CITY LA 70380-1001		CODE		CODE HQ0251			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(2) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT							\$23,404,836.00
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	21 - 24
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	5	X	J	LIST OF ATTACHMENTS	25 - 26
X	D	PACKAGING AND MARKING	6	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	7 - 8	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	9 - 11		L INSTRS. CONDS. AND NOTICE TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	12 - 19		M EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	20				
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return _____ copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER GORDON, BEVERLY JEAN / CONTRACTING OFFICER TEL: 407-380-4041 EMAIL: beverly.gordon@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 30-Sep-2009	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

N61339-09-C-0034

P00004

Page 2 of 26

Section B - Supplies or Services and Prices

ITEM 14. CONTINUED

B. The parties agree that the changes set forth in this modification to the contract make full provision for and represent the complete equitable adjustment of any and all claims, including any schedule impacts, related to the matters arising under or related to matters settled by this modification. The parties release and forever discharge each other from all liabilities, obligations, claims and demands without reservation, whether known or unknown, whether latent or patent, whether or not at this time, asserted in writing, which the parties now have or may hereafter have as of the date of this modification, and arising out of and related to the matters giving rise to this modification.

C. All other terms and conditions of the contract remain unchanged.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Iraqi Navy 35M Patrol Boat Trng Pgm FFP Iraqi Navy 35M Patrol Boat Training Program - (1) Design, develop and fabricate 5 Trainers to include the Full Mission Bridge Trainer; Engine Room Trainer; Firefighting Trainer, Fire Control Trainer and the Small Arms Trainer and (2) Provide Training Course development, deliver Training Course and provide International Military Personnel Support in accordance with the Statement of Work 35MPBTP dated 22 SEP 2009, Attachment 1 and its referenced specifications, Attachments 2, 3 and 4. In accordance with FAR 16.603, Letter Contracts, and DFARs 217.74, Undefined Contract Actions, the maximum amount for obligation and liability of the Government will be the not-to-exceed price of \$23,558,753.00. * - SEE NOTE FOB: Origin PURCHASE REQUEST NUMBER: 1300133512	1	Lot	\$23,404,836.00	\$23,404,836.00 NTE

NET AMT

\$23,404,836.00

CONFIDENTIAL**SWIFTSHIPS-0195**

N61339-09-C-0034
P00004
Page 3 of 26

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101					\$0.00

Funding for CLIN 0001
FFP
FOB: Origin
PURCHASE REQUEST NUMBER: 1300134688-0001

NET AMT	\$0.00
---------	--------

ACRN AA	\$14,121,083.00
CIN: 130013468800003	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102					\$0.00

Funding for CLIN 0001
FFP
FOB: Origin
PURCHASE REQUEST NUMBER: 1300134688-0001

NET AMT	\$0.00
---------	--------

ACRN AB	\$9,283,753.00
CIN: 130013468800004	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					NSP

Technical Data, Not Separately Price
FFP
Technical Data in accordance with Exhibits A, B, D, E and F. The price for these
CDRLS is included in CLIN 0001
FOB: Destination

NET AMT	\$0.00
---------	--------

CONFIDENTIAL

SWIFTSHIPS-0196

N61339-09-C-0034
P00004
Page 4 of 26

* - NOTE

Although CLIN 0001 is one LOT, the contractor shall segregate the cost of each deliverable as identified in Section F.

N61339-09-C-0034

P00004

Page 5 of 26

Section C - Descriptions and Specifications

The contractor shall furnish the necessary supplies, services, facilities and materials required to perform the work described in Attachment (1) Statement of Work for Iraqi Navy 35M Patrol Boat Training Program, SOW 35MPBTP, dated 22 September 2009 and its referenced specifications; Attachment (2) System Specification for Iraqi Navy 35M Patrol Boat Full Mission Bridge Trainer (FMBT), Engine Room Trainer (ERT) and 30 mm Gun Fire Control Training FCT; Attachment (3) System Specification for Iraqi Navy Fire Fighting Trainer (FFT) and Attachment (4) System Specification for Iraqi Navy Small Arms Trainer (SAT). The contract contains Performance Guaranties provided by Apex International Group and Lutfi Hassan, which provide unconditional guaranties of the full and prompt performance of all obligations of Swiftships Shipbuilders, LLC whether now existing or thereafter created, under the terms of this contract. The Performance Guaranties are attached at Attachment (5) Performance Guaranty of Apex International Group and Attachment (6) Performance Guaranty of Lutfi Hassan.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (NAVAIR)(OCT 2005)

The Contractor's Technical Proposal, dated 21 October 2009 and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Contract Statement of Work and Specification shall take precedence over the Contractor's technical proposal.

N61339-09-C-0034
P00004
Page 6 of 26

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

N61339-09-C-0034

P00004

Page 7 of 26

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE OF DELIVERABLES (CLIN 0001)

Inspection of Deliverables shall be accomplished in accordance with the Statement of Work entitled Statement of Work for Iraqi Navy 35M Patrol Boat Training Program, dated 22 September 2009, and the Government approved Contract Data Requirements List (CDRL), DD Form 1423, data item entitled Test Procedures and Test/Inspection Reports (TP and TIR). Any Government inspection/acceptance to be conducted in the contractor's facility, will be performed by the NAWCTSD technical personnel with the support of the Administrative Contracting Officer's quality assurance representative. Final inspection is to be performed at the contractor's facility and will be directed and witnessed by the technical representative of the Procuring Contracting Officer (PCO). Final acceptance of this Contract Line Item will be evidenced by signature of the PCO or his duly authorized representative on a DD Form 250, Material Inspection and Receiving Report.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	Government
000102	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT**5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)**

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by NAWCTSD and the ACO.

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

CONFIDENTIAL**SWIFTSIPS-0200**

N61339-09-C-0034

P00004

Page 8 of 26

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION
(NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, as appropriate, and/or upon receipt of a second endorsement acceptance by the PCO on the attachment to this contract entitled NAWCTSD 4330/60 Data Item Transmittal/Acceptance/ Rejection Form , Attachment (7). The attached form will not be used for high cost data such as drawings, specifications, and technical manuals.

CONFIDENTIAL

SWIFTSHIPS-0201

N61339-09-C-0034

P00004

Page 9 of 26

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2009 TO 31-OCT-2010	N/A	SWIFTSHIPS SHIPBUILDERS, L.L.C. JEFFREY PERIN 1105 LEVEE RD MORGAN CITY LA 70380-1001 985-384-1700 X513 FOB: Origin	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-17	Government Delay Of Work	APR 1984
52.247-30	F.O.B. Origin, Contractor's Facility	FEB 2006

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit B and F, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

Cindy Wood, Contracting Officer
Code 25332
Naval Air Warfare Center Training Systems Division
12350 Research Parkway
Orlando, FL 32826-3275
407-380-4473
cindy.wood@navy.mil

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

CONFIDENTIAL**SWIFTSHIPS-0202**

N61339-09-C-0034

P00004

Page 10 of 26

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses:

BLOCK 14
ABBREVIATION

MAILING AND
E-MAIL ADDRESS

NAWCTSD PJM

William J. Morrissey
Code 141
Naval Air Warfare Center Training Systems Division
12350 Research Parkway
Orlando, FL 32826
407-380-4168
william.morrissey@navy.mil

NAWCTSD ENGR

Andres Mendez
Code 4616
Naval Air Warfare Center Training Systems Division
12350 Research Parkway
Orlando, FL 32826
407-380-48543
Andres.mendez@navy.mil

NAWCTSD ILSM

Larry Pruitt
Code 664.10
Naval Air Warfare Center Training Systems Division
12350 Research Parkway
Orlando, FL 32826
407-380-8373
larry.pruitt@navy.mil

NAWCTSD ISD

Daniel Sheppard
Code 4972
Naval Air Warfare Center Training Systems Division
12350 Research Parkway
Orlando, FL 32826
407-380-8013
daniel.sheppard@navy.mil

NETSAFA

Rosey Taylor

CONFIDENTIAL

SWIFTSHIPS-0203

N61339-09-C-0034

P00004

Page 11 of 26

Code N323

Naval Education and Training Security Assistance Field Activity

250 Dallas Street, Suite B

Pensacola, FL 32508-5269

850-452-8810

rosey.taylor@navy.mil

The contractor is required to follow the milestone schedule set forth below toward meeting the delivery date/period of performances:

Deliverables	Delivery Date/Period of Performance
Full Mission Bridge Trainer (FMBT)	15 April 2010
Engine Room Trainer (ERT)	15 April 2010
30 mm Gun Fire Control Trainer (FCT)	15 April 2010
Fire Fighting Trainer (FFT)	15 April 2010
Small Arms Trainer (SAT)	15 April 2010
Instructor Led Training (ILT) Development (Less the classes below)	15 April 2010
Integrated Watch Team (IWT) Instructor Guide (IG), Student Guide (SG), and Lesson Analysis Plan (LAP)	30 May 2010
ILT Delivery Course 1	15 April 2010 through 16 July 2010
ILT Delivery Course 2	22 July 2010 through 19 October 2010
International Military Student Support	30 September 2009 through 31 October 2010

CONFIDENTIAL**SWIFTSHIPS-0204**

N61339-09-C-0034

P00004

Page 12 of 26

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97 11X8242 28Q6 000 74Q62 0 065916 2D PE4A74

COST CODE: 924060010LBX

AMOUNT: \$14,121,083.00

CIN 130013468800003: \$14,121,083.00

AB: 97 11X8242 28Q6 000 74Q62 0 065916 2D PE4A45

COST CODE: 924061020LBX

AMOUNT: \$9,283,753.00

CIN 130013468800004: \$9,283,753.00

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving MAR 2008
Reports

CLAUSES INCORPORATED BY FULL TEXT

52.232-32 PERFORMANCE-BASED PAYMENTS (JAN 2008)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 7th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

CONFIDENTIAL

SWIFTSHIPS-0205

N61339-09-C-0034

P00004

Page 13 of 26

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

CONFIDENTIAL**SWIFTSHIPS-0206**

N61339-09-C-0034

P00004

Page 14 of 26

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

CONFIDENTIAL**SWIFTSHIPS-0207**

N61339-09-C-0034

P00004

Page 15 of 26

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(OCT 1994)**

(a) The Contracting Officer has designated Mr. Larry Pruitt as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: See Attachment (8), COR Appointment Letter.

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL
LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: Raymond H. Thompson, Contracts Manager

PHONE (BUS): 985-384-1700

PHONE (AFTER HOURS): 985-397-2517

ALTERNATE:

NAME: Calvin J. Leleux, President

PHONE (BUS): 985-384-1700

PHONE (AFTER HOURS): 985-518-0077

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS,

CONFIDENTIAL

SWIFTSIPS-0208

N61339-09-C-0034

P00004

Page 16 of 26

CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009)

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: [WAWF Overview](#)

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: Contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at [\[Insert phone number\]](#) or DFAS via the numbers listed at www.dfas.mil

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the [WAWF Functional Information](#) and [WAWF Training](#) websites.

(4) Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE						
	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M or CLINs. -The 2-in-1 invoice is not authorized for use by NAVAIR -Questions? Call 1-866-618-5988					
DoDAAC Description	Located in Block					
	DD1155 (Destination Acceptance)	DD1155 (Source/Origin Acceptance)	SF26	SF33	SF1449	SF1449 (Destination Acceptance)
Issuing Office DoDAAC	6	6	5	7	7	9
Administrating Office DoDAAC	7	7	6	24	26	16
Inspector's DoDAAC	See Schedule	See Schedule	5	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	14	See Schedule	11	See Schedule	See Schedule	15
Pay Office DoDAAC	15	16	12	25	27	18a

(c) Cost Vouchers also require the cognizant DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
Cindy Wood	cindy.wood@navy.mil	407-380-4473	View-Only
Andres Mendez	andres.mendez@navy.mil	407-380-8543	Inspector

CONFIDENTIAL**SWIFTSIPS-0209**

N61339-09-C-0034

P00004

Page 17 of 26

Larry Pruitt	larry.pruitt@navy.mil	407-380-8373	Inspector
Theresa Blanchard	theresa.blanchard@navy.mil	504-654-3372	Acceptor

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

Pursuant to Section I, FAR 52.232-32, Performance-Based Payments, payments will be made on the dollar total of CLIN 0001. The following schedule sets forth the performance based payments to be made under this contract. The below performance based payments amounts are commensurate with the value of each performance event.

In accordance with FAR 32.1004(b)(2)(ii) the payment schedule does not exceed 90% of the total price of CLIN 0001 within the schedule. The final 10% is payable after Government Acceptance of all DD1423 CDRL reports.

Prior to the submission of each Performance Based Payment, the contractor shall submit evidence to SUPSHIP that all outstanding subcontractor and vendor invoices, as of the 25th of each month, have been processed and paid by the contractor. The Administrative Contracting Officer shall not approve a Performance Based Payment without the confirmation that payment has been made to the subcontractors and vendors. This is not required for any invoice submitted during the first month of contract performance.

Months	Event	Event Type	Accomplishment Expected	Exit Criteria	Value
October	1	S	70% of Material on order based on value of all material	SUPSHIP/NAWCTSD Verification of purchase orders executed to meet 70% of the material value.	\$ 2,109,456.00
	2	S	All Subcontracts Executed	SUPSHIP Verification of signed subcontracts.	\$ 1,406,303.00
	3	S	Style Guide Delivered to Government	Government Acceptance of CDRL F006	\$ 280,675.00
	4	S	Barge Contract Executed	SUPSHIP Verification of signed Barge Contract	\$ 707,170.00
November	5	S	Training Plan Delivered	Government Acceptance of CDRL F001	\$ 140,338.00
	6	S	9 of 12 Training Specifications Delivered	Government Acceptance of 9 of 12 CDRL F002 submissions	\$ 561,350.00
	7	S	50% of Materials Delivered to Subcontractor's Site	Inventory certified as complete and conforming by SUPSHIP	\$ 1,054,728.00
December	8	S	9 of 12 Instructor Guides Delivered	Government Acceptance of 9 of 12 CDRL F003 submissions	\$ 700,000.00
	9	S	80% of Material Delivered based on value of all material.	Inventory certified as complete and conforming by SUPSHIP	\$ 2,109,456.00

CONFIDENTIAL**SWIFTSIPS-0210**

N61339-09-C-0034

P00004

Page 18 of 26

January	10	S	9 of 12 Trainee Guides Delivered	Government Acceptance of 9 of 12 CDRL F005 submissions	\$ 700,000.00
	11	S	Small Arms Trainer Onsite, Morgan City	SUPSHIPS/NAWCTSD Visual Inspection of Trainer	\$ 950,000.00
February	12	S	9 of 12 Learner Assessment Packages Delivered	Government Acceptance of 9 of 12 CDRL D002 submissions	\$ 700,000.00
	13	S	90% Material Based on value all material delivered per Equipment inventory Records	Government Acceptance of 4 of 5 CDRL D002 submittals and verifying 90% of Material delivered by SUPSHIP	\$ 500,000.00
March	14	S	Classroom Delivered, Utilities Installed	NETSAFA Inspection	\$ 500,000.00
	15	S	Configuration Audit Complete for all trainers	Government Acceptance of CDRL A001	\$ 2,898,079.00
	16	S	Site Certified Ready for Students	NETSAFA Inspection of the site IAW SOW requirements	\$ 500,000.00
April	17	S	Remaining 3 of 12 Learner Assessment Packages Delivered , Trainers Ready For Training	Government Acceptance of final 3 of 12 CDRL F005 submissions Government Issuance of Certificate of Completion	\$ 1,860,505.00
May	18	S	First CORE Training Completed/1 Month of International Student Support Completed	Course Completion Report Government Acceptance of CDRL B007 submission and NETSAFA Verification of International Student Support IAW with the SOW	\$ 500,000.00
June	19	S	2nd Month of Student Support Completed	NETSAFA Verification of International Student Support IAW with the SOW	\$ 250,000.00
July	20	S	First Officer, Combat Systems, Engineering and Deck/Ops Training Completed	Course Completion Report Government Acceptance of CDRL B007	\$ 500,000.00
	21	S	First Watch Team Training Complete/3rd Month of Student Support Completed	Course Completion Report Government Acceptance of CDRL B007 submission and NETSAFA Verification of International Student Support IAW with the SOW	\$ 500,000.00
August	22	S	Second CORE Training Completed/4th Month of Student Support Completed	Course Completion Report Government Acceptance of CDRL B007 submission and NETSAFA Verification of International Student Support IAW with the SOW	\$ 500,000.00
September	23	S	Second Officer, Combat Systems, Engineering and Deck/Ops Training Completed/5th Month of Student Support Completed	Course Completion Report Government Acceptance of CDRL B007 submission and NETSAFA Verification of International Student Support IAW with the SOW	\$ 500,000.00

CONFIDENTIAL**SWIFTSIPS-0211**

N61339-09-C-0034

P00004

Page 19 of 26

October	24	S	Second Watch Team Training Complete/6th Month of Student Support Completed	Course Completion Report Government Acceptance of CDRL B007 submission and NETSAFA Verification of International Student Support IAW with the SOW	\$ 500,000.00
					\$ 20,928,060.00

CONFIDENTIAL

SWIFTSIPS-0212

N61339-09-C-0034

P00004

Page 20 of 26

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Cindy Wood
Naval Air Warfare Center Training Systems Division
Code 2.5.3.3.2
12350 Research Parkway
Orlando, Florida 32826
Phone: 407-380-4473
Email: cindy.wood@navy.mil

N61339-09-C-0034

P00004

Page 21 of 26

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	AUG 2009
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.227-19	Commercial Computer Software License	DEC 2007
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984

CONFIDENTIAL**SWIFTSHIPS-0214**

N61339-09-C-0034

P00004

Page 22 of 26

52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAR 2006
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7033	Waiver of United Kingdom Levies	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CONFIDENTIAL**SWIFTSHIPS-0215**

N61339-09-C-0034

P00004

Page 23 of 26

252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.246-7003	Notification of Potential Safety Issues	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or

(4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

N61339-09-C-0034

P00004

Page 24 of 26

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [] assigned to contract number [].

[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

CONFIDENTIAL

SWIFTSIPS-0217

N61339-09-C-0034

P00004

Page 25 of 26

Section J - List of Documents, Exhibits and Other Attachments

SECTION JSECTION J

Atch #	Title	Date	Pages
1	Statement of Work 35MPBTP	22 September 2009	34
2	Swiftships – PRF 35MFMBT (Rev 1.2)	18 December 2009	58
3	Swiftships – PRF 35MFFT	22 September 2009	24
4	Swiftships – PRF 35MSAT	22 September 2009	20
5*	Guaranty Letter – Apex International Group		1
6*	Guaranty Letter – Lufti Hassan		1
7	NAWCTSD 4330-60	March 1994	1
8	Contracting Officer's Representative (COR) Appointment Letter	To be provided to the contractor at PAC and added to the contract at next mod	

* - Restricted Distribution

Exhibit	CDRL #	Title or Subtitle
A	A001	Configuration Audit Summary Report
A	A002	Software Version Description Document (SVDD) (Third Party Software)
A	A003	Installation Drawings
A	A004	Trainer Test and Evaluation Plan (TTEP)
A	A005	Test Procedures
A	A006	Test/Inspection Report
B	B001	Contractor's Progress, Status and Management Report – Monthly Reports
B	B002	Integrated Master Schedule (IMS)
B	B003	Conference Agenda
B	B004	Conference Minutes
B	B005	Contractor's Progress, Status and Management Report – Personnel Records
B	B006	Contractor's Progress, Status and Management Report – Personnel Arrival Reports
B	B007	Contractor's Progress, Status and Management Report – Personnel Status Reports
B	B008	Contractor's Progress, Status and Management Report – Personnel Departure Reports
B	B009	Contractor's Progress, Status and Management Report – Disciplinary Actions and Special Actions Reports
D	D001	Warranty Performance Report
D	D002	Equipment Inventory Records (EIRs)
E	E001	Systems Interface Manual (SIM)
E	E002	Commercial Off The Shelf (COTS) Manuals and Associated Supplemental Data
F	F001	Instructional Performance Requirements Document – Learning Objectives Analysis
F	F002	Instructional Media Design Package – Lesson Specification
F	F003	Training Conduct Support Document – Instructor Guides
F	F004	Training Conduct Support Document – Trainee Guides
F	F005	Test Package – Learner Assessment Package
F	F006	Instructional Media Design Package – Style Guide
F	F007	Training System Support Document – Iraq 35M Patrol Boat FMS Operator Administrator and Facilitator Handbook

CONFIDENTIAL**SWIFTSHIPS-0218**

N61339-09-C-0034


P00004

Page 26 of 26

F	F008	Instructional Media Package – Instructional Media Source Files
---	------	--

CONFIDENTIAL

SWIFTSHIPS-0219

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE 24-Mar-2010		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (If applicable)	
6. ISSUED BY NAWCTSD 12350 RESEARCH PARKWAY CODE 2533 ORLANDO FL 32826-3275		CODE N61339		7. ADMINISTERED BY (If other than item 6) SUPSHIP GULF COAST PO BOX 7003, ATTN: CODE 410 PASCAGOULA MS 39568-7003		CODE N69316	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) SWIFTSHIPS SHIPBUILDERS, LLC. JEFFREY PERIN 1105 LEEVEE RD MORGAN CITY LA 70380-1001				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N61339-09-C-0034			
				X 10B. DATED (SEE ITEM 13) 30-Sep-2009			
CODE 1VP86		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) 43.103(a)(3), Mutual Agreement of the parties							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: gordonb10579 A. The purpose of this modification is to extend the period of performance for the delivery of the Integrated Watch Team (IWT) Instructor Guide (IG), Student Guide (SG), and Lesson Analysis Plan (LAP) from 15 April 2010 to 30 May 2010. As consideration for this extension the contractor shall provide safety gear consisting of hard hats with ratchets, safety glasses, and steel-toed boots for 100 Iraqi Navy Students. The safety gear shall be provided no later than 14 days after student arrival and prior to the student's authorized entry into the shipyard. <div style="text-align: center;">CONTINUED ON PAGE 2</div>							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				GORDON, BEVERLY JEAN / CONTRACTING OFFICER			
				TEL: 407-380-4041 EMAIL: beverly.gordon@navy.mil			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY 		29-Mar-2010	
				(Signature of Contracting Officer)			

EXCEPTION TO SF 30
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243**CONFIDENTIAL****SWIFTSHIPS-0220**

N61339-09-C-0034

P00004

Page 2 of 2

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been added by full text:

ITEM 14. CONTINUED

B. The parties agree that the changes set forth in this modification to the contract make full provision for and represent the complete equitable adjustment of any and all claims, including any schedule impacts, related to the matters arising under or related to matters settled by this modification. The parties release and forever discharge each other from all liabilities, obligations, claims and demands without reservation, whether known or unknown, whether latent or patent, whether or not at this time, asserted in writing, which the parties now have or may hereafter have as of the date of this modification, and arising out of and related to the matters giving rise to this modification.

C. All other terms and conditions of the contract remain unchanged.

SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

The contractor is required to follow the milestone schedule set forth below toward meeting the delivery date/period of performances:

Deliverables	Delivery Date/Period of Performance
Full Mission Bridge Trainer (FMBT)	15 April 2010
Engine Room Trainer (ERT)	15 April 2010
30 mm Gun Fire Control Trainer (FCT)	15 April 2010
Fire Fighting Trainer (FFT)	15 April 2010
Small Arms Trainer (SAT)	15 April 2010
Instructor Led Training (ILT) Development (Less the classes below)	15 April 2010
Integrated Watch Team (IWT) Instructor Guide (IG), Student Guide (SG), and Lesson Analysis Plan (LAP)	30 May 2010
ILT Delivery Course 1	15 April 2010 through 16 July 2010
ILT Delivery Course 2	22 July 2010 through 19 October 2010
International Military Student Support	30 September 2009 through 31 October 2010

(End of Summary of Changes)

CONFIDENTIAL**SWIFTSHIPS-0221**